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**PART I - SECTION F
DELIVERIES OR PERFORMANCE**

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

**52.242-15 STOP WORK ORDER
52.247-34 F.O.B. DESTINATION**

**AUG 1989
NOV 1991**

F.2 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

F.2.1 Ship Date

Each magazine shall be produced and shipped within the number of "calendar days to produce" specified as follows in F.2.3 starting with the issue date of the magazine. For this purpose, all monthly magazines have an issue date of the first of the month, e.g., the July *Haper's* is 07/01/200x. The issue dates for the Sports Schedules, CLIN (Contract Line Item Number) 24, are also included. For each magazine, the ship date may be reviewed after awards have been made at the written request of the contractor and may be adjusted by contract modification by the CO if circumstances not within control of the contractor require a change. Calendar days is defined as all days including weekends and federal holidays.

F.2.2 Late Shipment

When the contractor determines that a magazine will be late by five (5) or more calendar days, a written notice (facsimile transmission is acceptable) shall be sent to NLS/BPH, Attn: Production Control Section--Magazines. The notice shall contain the following information:

- name and issue of the magazine
- stated reason for the late delivery
- projected ship date

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F.2.3 Production Schedule

CLIN B.1	Magazine Title	Number of Issues per Year	Est. Braille Pages per Issue	Est. Number of Copies per Issue	Calendar Days to Produce	
1	Book World	52	140	350	5	
2	Boys Life	12	110	350	14	
3	Cooking Light	10	350	960	14	
4	ESPN	24	240	630	14	
5	Harper's	12	360	315	28	
6	Health Newletters					
	Berkeley Wellness Letter	12	55	775	21	
	Harvard Health Letter	17	40	775	21	
	Mayo Clinic Health Letter	16	45	775	21	
7	Kiplinger's Personal	12	300	300	0	
8	Ladies Home Journal	12	270	1710	21	
9	Martha Stewart Living	10	280	950	7	
10	Muse	10	70	430	28	
11	National Geographic	12	210	1000	14	
12	New York Times	52	95	1100	4	
13	PC World	12	460	750	42	
14	Parenting	10	240	370	14	
15	Playboy	12	370	530	14	
16	Poetry	11	110	350	28	
17	Popular Communications	12	310	600	7	
18	Popular Mechanics	12	240	530	7	
19	Rolling Stone	24	275	450	14	
20	Science News	52	85	530	7	
21	Seventeen	14	250	510	14	
22	Spider	12	40	460	21	
23	Stone Soup	5	80	520	7	
					Prod. Days	Issue Date
24	Sports Schedules					
	Amer. Baseball Schedule	1	50	2000	56	2/1/01
	Natl. Baseball Schedule	1	55	2200	56	2/1/01
	Natl. Basketball Schedule	1	180	1700	56	9/101
	Natl. Football Schedule	1	90	2200	42	6/1/01
	Natl. Hockey Schedule	1	210	1100	70	8/1/01
	Women Basketball Sched.	1	40	1600	21	5/1/01

F.3 PERIOD OF PERFORMANCE

The period of performance of this contract shall cover production of magazines issued in print during the calendar year January through December 2002.

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F.4 METHOD OF SHIPMENT

Shipment of magazine copies furnished to recipients in the continental United States shall be made through the United States Postal Service (U.S.P.S.) under the provisions of section E040 of the *U.S.P.S Domestic Mail Manual* "Free Matter for the Blind and Other Handicapped Persons." The scheduled shipping date for magazines as specified in this contract includes shipment of bulk and airmail shipment. Periodicals of weekly frequency, or greater, require special sacks and sorting procedures; contractors shall work with their local postal officials to ensure speedy delivery of such periodicals. Shipments to recipients abroad (i.e., outside of North America) shall be sent via first-class airmail in accordance with applicable sections of the *USPS International Mail Manual*. Arrangement for delivery of completed work to the post office or for pick up by the post office shall be made by the contractor.

F.5 CERTIFICATE OF MAILING

The contractor shall ascertain that the local post office is able to handle expeditiously the large quantities of "Free Matter" mail it will receive when magazines are shipped. Invoices for copies shipped shall be actual costs for airmail postage to recipients abroad and shall not include domestic postage. Proof of shipment in the form of a Certificate of Mailing (USPS form 3606) for every shipment of every issue of magazines is required. These certifications shall be signed and date-stamped by the USPS. Each shall include: 1) name of magazine, 2) date of issue, 3) date shipped, and 4) number of copies. The receipts shall be forwarded to NLS/BPH, Production Control Section, no later than 48 hours after shipment (facsimile transmissions is acceptable). This verification shall be performed at the contractor's expense. The date stamp on the certificate of mailing must agree with the reported ship date. Any discrepancy shall be detailed with a written explanation.

F.6 SUBSCRIBER CLAIMS

In the event a subscriber reports failure to receive an issue of a magazine, such claim and the subscription shall be validated by reviewing for incorrect or out-of-date records at the subscriber's library. If the claim is validated, the mailing-list contractor (CMLS) will forward the claim to the contractor. The contractor shall fill the claim by mailing a copy of the missing issue if such issue is available. The contractor is not required to produce a copy for this purpose. The contractor shall return the notification card to the originating subscriber library marked with "filled," if a copy is available and mailed, or "unfilled" if a copy cannot be mailed.

F.7 COMPLETION/PERFORMANCE OF PRIOR CONTRACTS

If performance on this contract, or other contracts with NLS/BPH in progress at time of award of this contract, deteriorates in terms of quality of work or timeliness of delivery, or, if such contracts are not completed satisfactorily, or if in the opinion of the contracting officer defects found to be caused solely through the fault of the contractor are of such serious nature that substantial performance of such contracts is not being achieved, the government may consider such performance to determine its impact on performance under this contract in terms of quality of work and timeliness. If the deterioration or failure of performance is determined to negate responsibility of the contractor as being able to meet requirements of this contract, the government may consider partial termination or termination for default.